

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA, *ex*
rel. RICHARD CHESBROUGH, M.D.,
and KIM CHESBROUGH,

Case No. 5:06-cv-15638 Honorable
John Corbett O'Meara

Plaintiffs,

vs.

UNIVERSAL IMAGING, INC., MRI LEASING,
LLC, d/b/a PREMIER LEASING AND
MANAGEMENT SERVICES, LLC, PHILLIP J.
YOUNG, MARK LAUHOFF, and
GWENDOLYN WASHINGTON, Jointly and
Severally,

Defendants.

**JOINT STIPULATED DISMISSAL SOLELY AS TO PHILLIP J. YOUNG,
UNIVERSAL IMAGING, INC., AND MRI LEASING, LLC d/b/a PREMIER
LEASING AND MANAGEMENT SERVICES LLC**

The undersigned parties stipulate as follows:

1. The Plaintiffs, United States of America and relators Richard and Kim Chesbrough, and Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services have entered into a Settlement Agreement dated November 14, 2012 [hereinafter "Settlement Agreement"], the terms of which are incorporated herein by reference;
2. The relators, Richard and Kim Chesbrough, state that the settlement amount as to Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services is "fair, adequate and reasonable" within the meaning of the False Claims Act, 31 U.S.C. 3730(c)(2)(B);
3. Paragraphs 6, 7 and 21 of the Settlement Agreement provide that this matter can be, *inter alia*, reinstated by the plaintiffs against Defendants Phillip J. Young, Universal

Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services under circumstances as specified in the Agreement;

4. Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services have complied with this Court's prior orders regarding the release of funds necessary to satisfy the settlement;
5. The Plaintiffs and Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services agree that this action shall now be dismissed solely as to Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services. The parties further agree that this dismissal is with prejudice except as specified by the Settlement Agreement;
6. The Plaintiffs and Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services agree that prior orders entered in this matter relating to preservation of assets solely as to Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing Mark Lauhoff shall no longer be in effect;
7. Relators' counsel and Defendants Phillip J. Young, Universal Imaging, Inc., and MRI Leasing LLC d/b/a Premier Leasing and Management Services have entered into a Settlement Agreement dated February 5, 2013, regarding the payment by these defendants of statutory attorneys' fees and costs to relators, and otherwise each party has agreed to bear its own costs, fees and attorney's fees; and
8. The parties agree that nothing in this Stipulation of Dismissal or Order relating to preservation of assets affects the remaining claims pending against Defendant Gwendolyn Washington or any other party.

So stipulated this 5th day of March, 2013.

**BARBARA L. McQUADE
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